

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

TABLE OF CONTENTS

| | |
|----------------------------------------------------------------------------------------------|-----------|
| TABLE OF CONTENTS | 1 |
| INTRODUCTION | 2 |
| EMERGENCY EQUIPMENT RENTAL AGREEMENTS AND OTHER HIRING DOCUMENTS | 2 |
| ETHICS IN CONTRACTING/CONTRACTING WITH EMPLOYEES OR EMPLOYEE'S IMMEDIATE FAMILY MEMBERS..... | 2 |
| FORESTRY PROVISIONS FOR CONTRACTING WITH EMPLOYEES OR FAMILY MEMBERS | 2 |
| EQUIPMENT PROCUREMENT | 3 |
| RENTAL CARS | 3 |
| CARS RENTED BY OVERHEAD | 4 |
| CARS RENTED IN-AREA | 4 |
| CARS RENTED FOR PROJECT FIRES..... | 4 |
| MINIMUM AGE LIMITS FOR RENTAL CAR CONTRACT..... | 5 |
| AUTHORIZATION TO USE PRIVATELY OWNED VEHICLE (POV) | 6 |
| ATV/UTV | 6 |
| HIRING EQUIPMENT AS A SERVICE | 7 |
| ON-LINE APPLICATION SYSTEM (OLAS) | 8 |
| HIRING EQUIPMENT UNDER AN EERA | 8 |
| FIELD HIRING OF EQUIPMENT | 9 |
| PERFORMANCE EVALUATIONS FOR EQUIPMENT AND OPERATOR | 10 |
| EQUIPMENT RATES | 11 |
| LIABILITY INSURANCE..... | 11 |
| RENTAL OF EQUIPMENT CONDITIONS..... | 12 |
| ACTIVATION OF AGREEMENTS | 12 |
| VEHICLE/HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST (FORM OF-296, REV. 4/2000) | 13 |
| DEVELOPING EQUIPMENT HIRE PACKET | 14 |
| EQUIPMENT TIMEKEEPING AND PAYMENT | 14 |
| PROCESSING EQUIPMENT INVOICES FOR PAYMENT | 15 |
| SUPPLEMENTAL ENGINE REQUIREMENTS | 16 |
| Table 1 Wildland Fire Engine Types | 16 |
| Table 2 Minimum Engine Inventory | 18 |
| Table 3 Minimum Pump Accessories | 18 |
| Table 4 Minimum Personal Protective Equipment | 18 |
| LOANED PROPERTY | 19 |
| CLAIMS FOR LOST, STOLEN OR DAMAGED PROPERTY | 19 |
| LIABILITY FOR FIRE SUPPRESSION | 19 |
| BLANK FORMS..... | 20 |
| EQUIPMENT RENTAL CONDITIONS OF HIRE..... | 28 |

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

INTRODUCTION

This chapter contains information regarding equipment hiring and obtaining emergency services in support of fire suppression operations. The Emergency Equipment Rental Agreements (EERAs) are discussed in this chapter and the State of Alaska Equipment Rates are included. Procurement and purchasing authorities are discussed in Chapter 14 of the Alaska Incident Business Management Handbook. Hiring of Cooperator Fire Department (CFD) apparatus and equipment is discussed in Chapter 7 of the AIBMH. Land Use Agreements are discussed in Chapter 16.

EMERGENCY EQUIPMENT RENTAL AGREEMENTS AND OTHER HIRING DOCUMENTS

The Division has a need to hire a variety of equipment and services during emergencies to support ongoing suppression efforts. Oftentimes equipment such as boats, dozers, and four-wheelers are rented from private parties using an Emergency Equipment Rental Agreement (EERA). An EERA is a contract that specifies the terms, conditions, and rates that the Contractor agrees to abide by. **ONLY THE LEGAL OWNER OF THE EQUIPMENT OR THE INDIVIDUAL WITH THE LEGAL RIGHT TO PROVIDE THE EQUIPMENT CAN PUT THEIR EQUIPMENT ON OFFER.**

Ethics in Contracting/Contracting with Employees or Employee's Immediate Family Members

The State prohibits an employee from using, or attempting to use, an official position for personal gain (AS 39.52.120, 150). An employee or employee family member(s) may not be party to, or have interest in, a state contract if the employee may take or withhold action on the contract.

Furthermore, procedures for awarding contracts should ensure fairness to all potential offerors and provide equal opportunity. It is each employee's responsibility to report to their designated supervisor a personal or financial interest in a contract that is awarded, executed or administered by the agency in which the officer serves.

Forestry Provisions for Contracting with Employees or Family Members

The Division of Forestry prohibits Forestry employees from contracting with the Division of Forestry under any circumstance.

Ordering for a Forestry employee's immediate family member will be prohibited unless both conditions below are present.

1. Reasonable attempts (including contacts with vendors not on preseason vendor lists) have been made by the administering office to acquire similar equipment or services, with documented evidence of those efforts, and
2. The Forestry employee related to the contractor does not take official action or have influence related to the contract.

Any order for a Forestry employee's immediate family member must be pre-approved by the Area FMO and Regional Forester. The following process and approvals are required to contract with a Forestry employee's immediate family member:

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

1. A Contracting Exception form is completed by the administering office and submitted to the Area FMO and Regional Forester.
2. The Area FMO and Regional Forester determines if conditions are met and reviews for potential or appearance of improper influence.
3. Based on the information provided, the Area FMO and Regional Forester approves or disapproves the request, or requests further review by the DNR Ethics Officer.

If approved, the contract services may be ordered. Contract exception documents will be filed with the EERA or contract file. In order to avoid the appearance of favoritism in contracting, receiving offices should make every effort to release first the contractors hired under contracting exceptions.

The Area FMO or Regional Forester may request determinations from the DNR Ethics Officer by forwarding the Contract Exception Form through the Department Procurement Officer to the Department Ethics Officer.

Definitions

Immediate Family Member is defined as:

- (A) The spouse of the Forestry employee;
- (B) A person cohabiting with the Forestry employee in a conjugal relationship that is not a legal marriage;
- (C) A child, including a stepchild and an adoptive child, of the Forestry employee;
- (D) A parent, sibling, grandparent, aunt, or uncle of the Forestry employee; and
- (E) A parent or sibling of the Forestry employee's spouse or conjugal partner

Receiving Office - The Area or Unit that requests and utilizes the contract or service

Administering Office - The Area, Unit, or Staff that identifies the resource and/or orders the equipment or service from the vendor

Forestry Employee - Any State of Alaska Forestry employee, including EFF

Contracting Exception and Ethics Disclosure Forms are at the end of this chapter.

EQUIPMENT PROCUREMENT

RENTAL CARS

The Division often hires vehicles from rental car companies when setting up car pools such as Transportation or Ground Support Units. Also, rental car companies are frequently used to support IMTs with specific vehicles.

There are several options to rent cars in Alaska. The Division has established Master Agreements (MA) for vehicles and these contracts include insurance and allow off-road use. **These contracts are not mandatory.** Hertz, National, and Enterprise vehicles may be rented via the nationwide contract set up through the National Association of State Procurement Officers (NASPO). These vehicles can be rented through the normal on-line booking process, however; these **vehicles may not be used in off-road situations.** Additionally, some vendors have registered their equipment through the Online Application System (OLAS) and have agreed to established rates. The alternative option is to rent vehicles from private citizens through the OLAS process. This would be a good option if you needed to hire the vehicle with a driver.

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

Pre-inspections of rental car vehicles should be conducted when the equipment is picked up at the vendor's location and the post-inspection done when the equipment is released.

When hiring equipment from rental car companies, the person signing for the equipment should decline any insurance coverage as the State is self insured. At the end of the rental term, we will return the vehicle with the same amount of fuel that was in the tank when we received it. The vehicle should be returned in clean condition as some rental car companies charge a high rate for cleaning (sometimes more than \$200 per vehicle). The Division will be charged \$50 when an unwashed vehicle rented using the MA process is returned to the vendor.

Cars Rented by Overhead

If a rental car is authorized on the individual overhead's Resource Order and they put the vehicle on their government credit card, they become the sole user and are responsible for the vehicle while on the assignment. The incident may provide fuel for the vehicle using the overhead order as the reference, but the vehicle remains assigned to the individual. The vehicle should be fueled and cleaned before returning the vehicle to the vendor. The final paperwork is processed by the individual as part of their Travel Authorization process.

Cars Rented In-Area

If a rental car is ordered by an Area that has a local rental car agency, the Area is responsible for picking up the vehicle, conducting the sign up and release inspections, creating the equipment packet, maintaining shift tickets, and returning the vehicle to the vendor. Once an invoice is submitted by the rental car agency, the local Area will process and submit the payment packet to Juneau (if under \$10,000) and the appropriate Regional office (if \$10,000 or more).

Cars Rented for Project Fires

Resource Orders for project fires are sent to SLC. The Coastal or Northern Transportation Unit will create the vehicle equipment packet and a backup copy for themselves. The Coastal or Northern Transportation Unit is responsible for the following: pick up vehicle, conduct sign-up inspection at vendor's location and record either in still or video photos of the vehicle which will remain in the Transportation Unit's backup packet until the vehicle is returned. They will provide all fill information to SLC, put the E-number on the windshield, and maintain shift tickets for vehicles assigned to the Transportation Unit.

For vehicles going to an incident or Area office, a shift ticket will be started and included in the equipment packet that goes with the vehicle to its assigned location. When returned to the Coastal or Northern Transportation Unit, they will clean and fuel the vehicle, return the vehicle to the vendor, complete and submit the packet to the appropriate administrative office. They will process the invoice for payment once the vendor submits their final invoice.

The blue MA rental car Equipment Packet will include:

- The rental car company contract
- Rental car company inspection diagram card OR a copy of form OF-296, Vehicle/Heavy Equipment Safety Inspection Checklist (the pre-use inspection) to include marking the relevant diagrams on the back side of the form showing any damage upon receipt of the vehicle
- Emergency Equipment Shift Ticket (OF-297) showing the time of hire
- copy of the Resource Order
- Finance Section Cost Form

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

The responsibilities for the Incident Management Team (IMT) regarding rental vehicles are: order the vehicles needed to support the IMT through SLC; the Ground Support Unit assigns the vehicles on the incident, and arranges for fueling of incident vehicles.

The Ground Support Unit coordinates with the Finance Section to ensure shift tickets are completed while the vehicles are on the assignment and coordinates with Finance and the Demob Unit Leader regarding returning the vehicle to the Transportation Unit that acquired the vehicle. A copy of all time records for the vehicle should be included in the Finance Section of the final fire package.

The Ground Support Unit Leader is responsible for initiating and processing any paperwork if damages occurred while the vehicle was assigned to the incident. The completed packet should be sent with the vehicle to the Mobilization Center or the Transportation Unit that originally picked up the rental vehicle.

If a Ground Support Unit is established to support a Mobilization Center, their responsibilities are much like those of an IMT. The only difference between an IMT and a Mobilization Center is the latter may pick up and return vehicles directly to rental car companies. The Mobilization Center personnel would be responsible for putting together the rental car Equipment Hire Packet and would keep time records for all assigned equipment. These procedures would be coordinated with SLC, the Mobilization Center Manager, and the SLC or Coastal Region Transportation Manager.

Vehicles hired from rental car companies are hired without drivers and the state will pay for fuel and oil while the equipment is under hire. Shift tickets will be kept on rental cars to document charge codes for vehicles used on multiple incidents and to document when vehicles are out of service for mechanical reasons. **The rental company must be contacted to authorize repairs prior to the repairs being made.**

Minimum age limits for rental car contracts:

- **State contracts within Alaska-** Must be at least 18 years old and possess a valid driver's license (all contracts require the driver to have a valid driver's license)
- **Master Award (MA)** – Must be at least 18. MA contract is used when we need rental vehicles in Alaska in support of wildland fires. Vehicles may be used in off-road situations but the operator is responsible to drive the vehicle in a safe manner within the limits of the operator's and the equipment's capabilities
- **NASPO (National Association of State Procurement Officials)** - Must be at least 18. Must be at least 21 if the vehicle can carry 10 or more personnel, including the driver. The WSCA contract is used when we send personnel to the Lower 48 and the driver does not need to operate the vehicle off-road
- **Federal contract-** Must be at least 18. This type of contract would be used when we send personnel to the Lower 48 AND they are required to operate the vehicle off-road

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

We need to provide the federal contracting liaison advance notice that we need to use the contract established by the federal government. State Logistics should be the contact point to establish the proper contact information.

- **CDL Drivers-** Any personnel having a Commercial Driver's license (CDL) must be at least 21

AUTHORIZATION TO USE PRIVATELY OWNED VEHICLE (POV)

Occasionally, personnel are given authorization to use a privately-owned vehicle (POV) on an incident, usually when there are major rental car shortages. **AUTHORIZATION TO USE A POV MUST BE ON THE PERSON'S RESOURCE ORDER AND SHOULD BE APPROVED BY THE INCIDENT COMMANDER OR THE AREA FORESTER/FMO OF THE RECEIVING UNIT.**

Authorization to use POVs is rare. If an employee elects to drive their POV, when other means of transportation were available, the employee will receive no reimbursement for the POV.

If a POV was authorized, the POV should be used for official business only, and the owner of the POV is responsible for carrying insurance and paying for their own fuel. The employee must file a mileage claim to get reimbursed for the use of their POV and in no case, shall the state sign up the employee's vehicle under an EERA. The employee usually needs to use their POV to get to and from their assignment. Once on the assignment, the employee should be cost effective and ride with others or use vehicles assigned to the incident, where possible.

USE OF ATVs/UTVs

The Division is attempting to reduce the number of claims for All Terrain Vehicles (ATVs), and Utility Task Vehicles, or sometimes Utility Terrain Vehicles (UTVs) and the following procedures are included herein to help reduce damages and tighten up property management.

Resource Ordering: The person ordering the ATVs/UTVs need to specify who the equipment will be issued to. This could be the Ground Support or Facility Unit Leader if the equipment was going to be used in logistics, or the Operations Section Chief or Division Supervisor if the equipment was being assigned to Operation. The Incident Commander could elect to have the equipment issued in their name.

Daily Field Inspection Tag: ATVs and UTVs will be inspected daily and a copy of the field inspection form is attached. The idea of this is that equipment needs to stay in top running condition and damages should be noted and reported when it occurs. The primary goal is to have the operator consciously look at the equipment before they ride off without ever paying attention to deteriorating condition of the equipment. The tags will be zip-tied to the equipment and completed tags will be kept in the equipment packet. The ATV/UTV Field Inspection Tag found in the forms section of this chapter on page 25.

ATV/UTV Operator Responsibilities: Everyone operating ATVs/UTVs must do so in a responsible manner and should exercise due care when operating in rough terrain. The copy of the ATV/UTV List of Driver/Operator responsibilities will be signed by incident personnel prior to operating the equipment. The goal is for everyone to take more responsibility for the condition of the equipment so that ATVs/UTVs will continue to be a useful tool for the field personnel. Management personnel on the incident should determine who should be the authorized user of the equipment. A copy of the ATV-UTV Operator Responsibility Sheet is found in the forms section of this chapter on page 26.

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

ATV/UTV Damage Claims: Damages need to be reported immediately to the incident supervisors and the operator or incident personnel should take photos of the damage. On larger incidents, the Safety Officer may need to do an investigation. This investigation could be conducted by the Area or even the incident on fires without Incident Management Teams. The claim process has not changed, after the Area FMO has reviewed and noted his recommendations, the claim and all back up is forwarded to the Administrative Officer in the Northern Regional Office.

A three-person board shall review all damage claims related to ATVs/UTVs and determine if operator negligence was involved. This could result in a letter being sent to the operator's home unit supervisor or some other appropriate action. This could also result in the repair costs coming from the Area budget rather than being charged to the incident. The Area needs to instill the sense of responsibility within their personnel and a cultural change needs to take place regarding individual responsibility. The review board would be formed by the State Fire Support Forester and shall include an unaffected Area FMO, a mechanic, and the Ground Support Manager in Palmer or Fairbanks. When a claim or notification of damage is received the review board needs to make recommendations within 21 days. The review board does not need to formally meet in person, but will share the information electronically and could meet telephonically. Letters notifying the unit supervisor that damages occurred due to the employees' negligence or recommendations indicating that the Area will need to pay for damages will be routed through the Regional Forester.

HIRING EQUIPMENT AS A SERVICE

A hiring office can determine if it would be more appropriate to hire equipment as a service or under an EERA. Services can be obtained from commercial vendors and can include such things as point-to-point transportation or delivery of supplies and personnel, rental of office equipment, dumpster services, installation of power and telephones, computer rentals, and rental of porta-potties.

Services can be obtained by issuing a supply order number (S-number) and obtaining a copy of the written contract with the vendor that includes the rates that will be paid. Sometimes special provision rates for services such as point-to-point hires are stated within an EERA. In this case, a copy of the pertinent EERA would provide the documentation needed as backup for the vendor-provided invoice paid as a service on an S-number.

The vendor would be contacted to ensure that they could meet the desired delivery and can provide the service at the **agreed-upon rate which shall be documented on the Resource Order**. Any documentation or notes of conversations between the vendor and the state should be noted on the Resource Order.

An S-number can be issued for a company to provide porta-potties with servicing to an incident. Subsequent port-a-potties can be ordered using the same S-number, and a complete documentation package must be maintained showing number of units in service on each day, copies of the Resource Orders, daily shift tickets that can show the rental fees for the port-a-potties, servicing/pumping fees, and any additional fees such as relocation fees.

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

As the incident begins to wind down, porta-potties are often removed incrementally and this affects the daily rental and servicing fees. This situation would hold true for dumpster services as well.

Most of the paperwork requirements regarding Hiring Equipment Under an EERA (below) would apply to this section with the following exceptions: executed vendor contract may be substituted for Emergency Equipment Rental Agreement, Form OF-294; agreed-upon rate will be listed on the Resource Order; mobilization inspections are not required; Emergency Equipment Use Invoice Form OF-286 may be used as backup documentation, but vendor is required to submit an invoice; and final equipment packet is forwarded to the billing office to be “married up” with the vendor-provided invoice.

Point-to-Point Hires

When an S-number is issued for point-to-point transportation, formal vehicle inspections are not required. Also, the state does not provide fuel for equipment hired under an S-number for point-to-point transportation. The State does not accept damage claims for point-to-point hires either. It is recommended that an inspection for buses be conducted regardless of the method of hire because of the liability of carrying a busload of firefighters or overhead personnel. Equipment hired to provide point-to-point transport of personnel or heavy equipment will be paid on a daily rate if they are under hire for six hours or more in a calendar day. The contractor will receive half the daily rate if they are under hire for less than six hours.

ON-LINE APPLICATION SYSTEM (OLAS)

The equipment available for fire assignment will be entered in the database through the On-Line Application System (OLAS) by the owner of the equipment. The password protected system allows an Emergency Equipment Rental Agreement (EERA) vendor to add, edit, or delete equipment with a few simple keystrokes on their computer. OLAS is used by dispatchers to search for and hire EERA or Cooperator Fire Departments (CFD) equipment after speaking with the EERA vendor or CFD Chief to ensure the equipment and personnel are able meeting the desired delivery timeframes.

The link the vendor will use to get to the OLAS is: <https://dnr.alaska.gov/olas/>. The dispatchers and other state employees access an OLAS administrative site by using their DNR login username and password. The administrative site is: <https://dnr.alaska.gov/olas/admin/login/index>.

The only equipment hired that is not in OLAS will be field hired, and this will be hired for the incident only, as described below.

HIRING EQUIPMENT UNDER AN EERA

All procurement of equipment for incident use shall be covered by a contract/rental agreement prior to use. Emergency Equipment Rental Agreement, Form OF-294, and the State of Alaska Conditions of Hire for Emergency Equipment Rental Agreement Form OF-294 shall be used.

The Contractor and the State both sign the Emergency Equipment Rental Agreement Form and the Contractor signs the Conditions of Hire Form.

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

The OF-294 can be found online at <http://www.forestry.alaska.gov/equipment.htm>. If Emergency Equipment Rental Agreement Forms are unavailable, they may be obtained from the local Area, or the forms could be copied from the back of the chapter. A signed agreement must be in place before any equipment is put to work.

It is usually most desirable to hire equipment with operator. The Contractor is then responsible for their own liability, maintenance, and damage in most cases. This relieves the State of most of the liability associated with the operation of the equipment and resulting damage claims. Also, the Contractor is responsible for their employees' payroll and worker's compensation claims. It is essential to ensure the operator provided with equipment is not also being paid as an Emergency Firefighter.

Most pickup trucks, skidsteer loaders used as forklifts, forklifts, and four wheelers are hired without drivers. In this situation, State employees and incident personnel drive the vehicles with the State providing all operating supplies.

Emergency Equipment Rental Agreement, Form OF-294

Pay is earned through the Daily Rate and Special Rate. Most equipment will be hired with operator. Equipment will be hired "dry," meaning the state will provide the fuel. The vendor is still responsible for providing all other operating supplies such as oil, filters, and providing for lube and oil changes. An exception is the State will provide fuel and oil for boats. The State will not pay for repairs or damage unless caused by negligence on the part of the State. See Chapter 11 for more details.

If the state does not bring in bulk fuel, the vendors will be reimbursed for fuel that they provide and an adjustment will be made to cover documented charges. Vendors should be instructed to fill their tanks prior to reporting to duty, and will be provided the same tank level of fuel upon release. If equipment was field hired or was on-scene at time of hire, the amount of fuel provided will not exceed what equipment had upon arrival.

Any equipment hired without operator will be paid at the dry rate. The State is responsible for providing fuel and all operating supplies in this situation as the vendor does not have an operator on-site to service and supply the equipment.

If there are any circumstances that arise that are not covered in the EERA or Conditions of Hire, negotiation must take place to agree on the price for that specific service. One example might be a negotiated trip rate which will differ for each event. Any negotiated offers should be documented on the Resource Order, and any written terms, conditions, or contracts agreed to should be included as backup documentation to the invoice.

Field Hiring of Equipment

Areas should use the vendors from OLAS first. However, field personnel have the ability to hire equipment on-site that meets the immediate needs of the incident.

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

Field Hires

1. The Incident Commander (IC) has the ability to hire equipment in the field on a temporary basis (NOT TO EXCEED 48 HOURS) and should use the current Equipment Hiring Package (available at the website <http://www.forestry.alaska.gov/equipment.htm>) that includes the EERA form (OF-294), the State of Alaska Conditions of Hire for Emergency Equipment Rental Agreement, and the current year Equipment Rate Chart. In the remarks section, it should be noted, “This equipment offer is valid for this incident only and not to exceed 48-hours in duration.”

Non-rate-compliant equipment should be replaced with rate-compliant equipment as soon as possible. The IC/operations staff should try to hire the vendor’s equipment at the established rate.

2. A pre-hire inspection should be conducted at time of hire and any “pre-existing” damages should be documented. The IC/operations staff should use good judgment and not hire equipment that is unsafe, defective, or operated by minors or inexperienced operators. The IC/operations staff should document any actions to avoid claims for damages or wages, and in no case encourage the filing of claims or make promises to vendors regarding benefits or remuneration outside the scope of the regular pay rates.
3. If the temporary offer exceeds the established rate, the equipment should be replaced with another vendor from OLAS. The local Area Forester needs to document any decision regarding the use of equipment that exceeds the established rates and retaining equipment beyond the 48-hour period. In remote locations, it may be impractical or cost-prohibitive to replace temporarily hired equipment.
4. When an IMT field hires the equipment, the Ordering Manager would submit the Resource Order to SLC or their Expanded Dispatch Office, with “Filled Locally” and would include all pertinent information regarding Resource Assigned.
5. Sometimes field hired equipment may have been engaged in initial attack suppression efforts and an inspection was not conducted. A pre-use inspection should be conducted as soon as practical and any pre-hire damages should be noted by incident personnel. Most personnel carry cell phones, and incident personnel should take pictures of field hired equipment using their phones or tablets if a camera is not available, to document any pre-existing damages or general conditions of the equipment. The photos should be printed and kept in the vehicle equipment package.

Performance Evaluations for Equipment and Operators

Field personnel working with assigned equipment should complete an evaluation of the operator and equipment and the evaluation should be signed by both the evaluator and the operator. This is especially important if there are performance issues and equipment deficiencies. Field personnel should work with operators on an ongoing basis so that corrective actions can be made immediately. Incompetent or careless operators can be removed at the discretion of state personnel (see Clause 19 of the Conditions of Hire). Evaluations should be completed and discussed before the equipment is demobilized from the assignment. The original evaluations should be forwarded by the host Area or IMT and filed at the equipment’s home Area (the hiring office).

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

The file copy of the evaluation should be provided to the operator and a copy is made part of the final fire package. The home Area dispatcher will file the evaluation in the equipment vendor files. Poor operator performance and deficient equipment can be used as a consideration when making decisions for mobilizing equipment for future assignments.

EQUIPMENT RATES

The Equipment Rental Rates for equipment commonly hired for fire suppression work are found in the Appendix and on-line at <http://forestry.alaska.gov/equipment.htm>. Equipment will be hired at the “dry” rate which means that the State will provide the fuel.

The vendor will be responsible for providing all other operating supplies (filters, lube, and oil changes). The State will be responsible for fuel and operating supplies when the equipment is hired without operator. The vendor will be responsible for providing fuel and all operating supplies for point to point hires.

If a piece of equipment will be used 24 hours per day (a rare circumstance), the Resource Order must reflect the “double-shift” need and the equipment will be paid at the double-shift rate. Hiring equipment at the double shift rate requires Incident Commander or Section Chief approval.

Occasionally, lack of available equipment will result in a non-rate-compliant field hire, such as in remote locations. Non-rate-compliant hires should be replaced with rate-compliant hires as soon as practical. The line officer (usually the Area Forester) shall approve and document the use of equipment that exceeds the established rates.

Most equipment is hired at the daily rate, regardless of the actual length of the shift that the equipment is used. Additional compensation is not due to the vendor if their equipment works a long shift (i.e., in excess of 16 hours). Similarly, a vendor is not penalized if their equipment is staffed and in service but only operated for five hours. Exceptions are transports and other equipment on the first or last day of hire in which other payment terms apply.

Some equipment may be offered that is not included in the rate tables. The hiring official should determine if there is a commercial rate for the equipment or perhaps compare the offered equipment to the rate table to get an idea of price range for similar types of equipment. The table should be used to determine a rate based on the appropriate type, classification, and horsepower.

Liability Insurance

In general, contractors who rent equipment with operator must carry adequate commercial liability insurance to protect the Contractor and the State from loss arising from the performance under an order for service.

The Contractor is to possess:

- All necessary licenses and permits required by state and federal regulations
- Adequate liability insurance, when hired with operator (minimum of \$300,000 combined single limit per occurrence, however; for passenger carrying buses, the minimum amount of liability insurance is \$1,000,000.00 combined single limit per occurrence) suitably protecting the Contractor and the State against potential losses arising out of performance of an order for service, and
- Worker’s Compensation when equipment is hired with operator, and is not owner-operated

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

- Stand-alone transport vendor is required to carry an additional \$1,000,000 commercial motor carriers insurance to cover damage to the transport and transported equipment.

RENTAL OF EQUIPMENT CONDITIONS

The latest version of the State of Alaska Conditions of Hire for Emergency Equipment Rental Agreement Form OF-294 shall be applied and enforced for the hire of contractor-provided equipment. All current forms are available at <http://forestry.alaska.gov/equipment.htm>.

Activation of Agreements

All equipment used for support of fires and for repositioning **will always** be ordered through the Area or the State Logistics Center via a Resource Order. If a piece of equipment is hired at the fire scene, a Resource Order number must be obtained.

Generally, the vendor would be contacted verbally by the dispatcher where the local vendor is located. Also, discussed will be mobilization details and any special provisions that might apply. The dispatcher will verify which piece of equipment the vendor is mobilizing and should note the license number or the VIN on the Resource Order. Information conveyed to the vendor will be documented on the Resource Order. The IMT may contact the vendor if they field hire equipment and when EERA vendors are hired on-site.

Coastal Transportation or SLC will contact the vendor in situations where the equipment/vehicles will be hired for non-local Area use or project fire support. Resource orders will be sent through the Area in which the equipment resides unless SLC is acting as the Expanded Dispatch for that Area.

In the latter situation, SLC will give a courtesy notification regarding vendors being mobilized for the Area's project fire.

Rates will not be changed while equipment is under hire. Pay status for equipment hired under an "S" number starts when the equipment departs the point of hire, and for equipment hired under an "E" number pay starts when the equipment passes inspection. Pay status for point-to-point and assigned transports begin when the equipment being transported passes inspection.

All equipment must be inspected **BEFORE** and **AFTER** use using form OF-296, Vehicle/Heavy Equipment Safety Inspection Checklist, if possible. If not possible, look the equipment over in as much detail as possible, take pictures, and note any damage or abnormalities on a piece of paper. Have contractor sign the inspection forms.

If the State directs a vendor to mobilize without a pre-hire inspection to expedite their arrival on the incident, this should be documented on the Resource Order. The start time for the equipment will be determined by the Incident Commander or a Section Chief. The equipment should be inspected by the local Area in which the equipment resides to ensure the equipment is in serviceable condition. If the vendor drives or transports their equipment a long distance and fails inspection, the State will not pay for any costs associated with mobilization or demobilization,

Buses have a large liability potential, and they should always be hired with operator. The contractor must have a current commercial liability insurance policy with a minimum amount of \$1 million combined single limit per occurrence, and the driver must show a current and appropriate CDL.

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

Depending on the mission requirements, EFF may be hired as vehicle operators/drivers and be required to possess a CDL. A driver hired as a CDL operator must be added to the random drug testing pool and must have passed the drug test before driving under their CDL. CDL drivers that remain an employee of the contractor are not added to the State's drug testing pool and all licensing and requirements are met by the driver's employer.

Whenever EFF personnel are hired specifically as a driver, they must bring a copy of their driving record obtained by the applicant from their local Department of Motor Vehicles (DMV). The individual is responsible to obtain the driving record and pay any associated fees. All drivers need to have a firearms clearance form as they may deliver firearms or ammunition to incidents.

Vehicle/Heavy Equipment Safety Inspection Checklist (Form OF-296, rev. 4/2000)

All equipment will be inspected at **SIGN-UP** and **RELEASE** using Form OF-296, Vehicle/Heavy Equipment Safety Inspection Checklist. Once hired, a vehicle will remain under the specific control of the State until released and will not be used for personal transportation. The state will not cover any expenses or claims resulting from off-shift activities.

The Area will conduct inspections for locally hired EERAs. Coastal and Northern Transportation Units conduct inspections for all non-Area equipment hired in Fairbanks, Eagle River, Palmer and Anchorage. Equipment that does not pass inspection will not be hired.

All documented damage will be noted on the Inspection Checklist. Always write the Resource Order number ("E" or "S" number) on the inspection checklist. Supplemental to the Inspection Checklist, a DVD camcorder or still camera will be used during the inspection process to document pre-existing equipment conditions.

The video footage or still photos should be recorded in the presence of the vendor or their representative at sign-up and the release inspection. A copy of the sign-up and release video/photo inspections will be kept in the Transportation Unit or Area's file. A cell phone may be used to document equipment condition.

Always sign, date, and note the time of pre-and post-inspections in the appropriate box. The time can be important when reconstructing start or end times if conflicts exist. **When describing damage on the inspection form, always record the date the comments were made in the remarks section to differentiate between comments on a pre- vs. post-inspection.**

The State occasionally hires equipment without an operator such as pickup trucks and 4-wheelers. Time under hire for this equipment begins when the state accepts possession of the equipment. The Ground Support Unit should tag the time and date the equipment was dropped off by the vendor (or picked up by the state), and the inspection form should be backdated to that time. The equipment that does not pass inspection will not be hired.

Completeness and accuracy in filling out equipment inspection forms are critical, especially if claims for damage occur. Be sure to note in the remarks section anything that is not covered elsewhere in the inspection checklist. It is very important to note any damages.

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

If personnel are unfamiliar with equipment inspection or are not qualified Equipment Managers, consider resource ordering qualified personnel such as an Equipment Inspector, Equipment Manager, or Mechanic.

If at the time of release the owner/agent waives all claims for damage, a release inspection does not have to be done. The statement “no damage-no claims” may be written on the inspection checklist and signed by the vendor or the vendor’s authorized representative.

However, if there is damage or a pending claim, the vendor still signs the release inspection box, and in the case of the latter, “pending claim” will be noted.

Developing the Equipment Hire Packet

The local Area puts together the Equipment Hire Packet for equipment hired in-Area. The Mobilization Center, the Coastal Transportation Unit, and Northern Transportation Units will create the Equipment Hire Packets for their use or non-local Area use and keep a copy for themselves. The Finance Section of an IMT would complete the Equipment Hire Packet for equipment hired on the incident.

The Equipment Hire Packet will include:

- Copy of Form OF-294, Emergency Equipment Rental Agreement (original for field hired equipment)
- Copy of Form OF-296, Vehicle/Heavy Equipment Safety Inspection Checklist (the pre-use inspection) showing time of hire
- Emergency Equipment Shift Ticket (OF-297) showing the time of hire
- A copy of the Resource Order

EQUIPMENT TIMEKEEPING AND PAYMENT

Daily Rate shall apply for the vast majority of equipment hired by the State. Payment shall be made on basis of calendar days (0001-2400). For fractional days on first and last day of hire, half the daily rate for periods less than 8 hours under hire shall apply.

On the first day of hire, it is important to record the time that hire began on the Equipment Inspection Checklist and the shift ticket. This is when the equipment passes inspection.

If the equipment is under hire less than 8 hours on the first day of hire, the vendor will receive payment for ½ the daily rate. This means that equipment hired after 1600 (4:00 pm) shall receive ½ the daily rate for the first day of the assignment.

On the final day of hire, the release time will be used to determine the payment due. The release time should be documented on the shift ticket and should be calculated to allow the vendor to return to the point of hire. If the equipment is under hire less than 8 hours on the last day of hire, the vendor will receive payment for ½ of the daily rate. This means that equipment released before 0800 (8:00 am) on the last day of hire shall receive ½ the daily rate for the final day of the assignment. Vendors will not be paid for additional time if they elect or are unable to demobilize equipment that has been released.

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

To clarify payment terms for the State of Alaska, “under hire” is defined as when a piece of equipment has an active resource order and has passed inspection. It remains under hire until it is released. A shift is the shift hours as defined by the Incident Action Plan when assigned to an incident or is determined by the dispatching office when not on an incident.

The shift worked will be recorded on Form OF-297, the Emergency Equipment Shift Ticket. Shift tickets are required to document any out-of-service time, equipment usage, and to ensure contractors are staying within the work-rest guidelines. Shift length is specified in the Incident Action Plan or is determined by operations personnel on an incident or at the Area.

Shift tickets are kept by the personnel where the equipment is assigned. This could be at an Area, a Mobilization Center, a Transportation Unit, or on an incident. On an incident, the shift tickets may be filled out by the Ground Support Unit personnel, Facilities Unit Personnel, or even Operations personnel for tactical field equipment, depending on where the equipment is assigned and used. The shift tickets are then collected by the Time Unit and become part of the final equipment packet.

Shift tickets for all but rental cars shall show the shift start and end time. Do not mark “daily” for equipment rented unless the equipment is hired without operator.

If the equipment is not operable due to mechanical reasons or staffing issues for the full shift, a deduction from the daily rate is calculated by converting the length of shift to determine the hourly rate and paying the Contractor the prorated amount for the number of hours worked during the shift (not to exceed the daily rate).

Form OF-286 Emergency Equipment Use Invoice will be used as the payment invoice except for MA or NASPO/WSCA rental vehicles (which are paid off the rental car agency’s invoice) and for equipment hired with an S-number (which are paid off the vendor’s invoice).

Processing Equipment Invoices for Payment

Upon release of equipment other than rental cars, the following documents will be forwarded to the Area (or the Region if not an Area/incident resource) where the fire occurred. The approved invoices will be signed by the Area Forester and sent to Juneau Fiscal for processing:

- Original Form OF-286 Emergency Equipment Use Invoice
- Copy of Form OF-294, Emergency Equipment Rental Agreement
- Two copies of Form OF-296, Vehicle/Heavy Equipment Safety Inspection Checklist; one copy of the pre-use inspection, and one copy of the release inspection*
- The pink copies of Form OF-297, Emergency Equipment Shift Tickets for the duration of the time under hire
- Any invoices that are subject to adjustments or deductions per the EERA (i.e., fuel receipts for vendor-provided fuel would be an adjustment; operator failed to return issued state equipment would be a deduction.)
- A copy of the Resource Order

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

* Note: The release inspection should be conducted at the incident or the Area using the equipment even when the equipment is hired elsewhere. This allows the Area or the incident to maintain control of the equipment hiring package and to submit a complete package to Juneau Fiscal. Additional travel time and fuel costs should be included in the final billing. Also, original CFD paperwork shall be carried by the demobilizing CFD personnel to their home unit and shall be processed by the Area that originally hired the CFD equipment. Only invoices greater than \$10,000 will then be forwarded to the Region for approval signatures and processing.

On incidents with IMTs, equipment is demobilized as a coordinated effort. The equipment operator/driver would go through the IMT's demobilization process. The Ground Support Unit would conduct a final inspection, and any issued supplies would be returned to the Supply Unit, the equipment operator/driver would sit down with the Finance Section to review and sign timekeeping records. The final equipment packet is sent to the Area by the IMT Finance Section who audits, codes invoice for payment.

When an engine is hired from a contractor the Supplemental Engine Requirements, listed below, will be in affect and will be signed by the contractor.

SUPPLEMENTAL ENGINE REQUIREMENTS

In Addition to the State of Alaska Conditions of Hire for Emergency Equipment Rental Agreement Form OF-294, the following requirements will be applicable for EERA Engines:

Termination for Convenience - A State officer may terminate the order for service at any time. When the order for service is so terminated, the State shall be liable only for payments in accordance with payment provisions of Clause 6 of the Conditions of Hire for services rendered prior to the effective date and time of termination.

Apparatus Types - Engines shall be defined by standard NWCG types as shown in Table 1, Wildland Engine Types. Apparatus shall be constructed in accordance with NFPA 1906 and meet all applicable federal and state laws. Apparatus with all-wheel drive shall be designated with an "x" suffix, i.e.: T-6x.

Table 1. Wildland Engine Types

| Type | T-3 | T-4 | T-5 | T-6 | T-7 |
|-------------------------------------|------|------|-----------|-----------|----------|
| Tank Cap Capacity (gals) | ≥500 | 750+ | 400 - 750 | 150 – 400 | 50 - 200 |
| Pump Minimum Flow (gpm) | 150 | 50 | 50 | 30 | 10 |
| Pump Rated Pressure (psi) | 250 | 100 | 100 | 100 | 100 |
| Hose, 1-1/2" (feet) | 500 | 300 | 300 | 300 | -- |
| Hose, 1" (feet) | 500 | 300 | 300 | 300 | 200 |
| Operator / Personnel Minimum | 2 | 2 | 2 | 2 | 2 |

Equipment Operator/Personnel - The Contractor shall furnish two operators/personnel per apparatus.

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

The Contractor furnished operator/personnel must possess a valid driver's license with applicable endorsements. The Contractor will ensure, and show proof, that the operator/personnel are qualified to operate the apparatus. At least one operator will be fully qualified as a Single Resource Engine Boss (ENGB) or higher and meet all NWCG standards.

The other personnel provided by the Contractor will be qualified as a Firefighter 2 (FFT2) or higher. The employees provided by the Contractor are Contractor employees. The Contractor's equipment will be considered out of service if either of the required personnel is unavailable for work and the payment will be adjusted as per Clause 7 of the Conditions of Hire (Downtime).

Replacement Personnel -The Contractor is responsible for providing fully qualified replacement personnel and any costs associated with providing the replacement personnel will be borne by the Contractor.

Any costs incurred regarding replacement personnel for Contractor employees will be deducted on the Emergency Equipment Invoice (OF-296).

Required Equipment - The Contractor agrees to furnish apparatus with the following equipment:

- A. Standard equipment will be as specified for the NWCG Engine Type (Table 1.). Other required gear shall be as specified by Table 2, Minimum Engine Inventory
- B. All fire apparatus may be required to carry equipment, in addition to that stated herein subject to vehicle weight limitations. The additional required equipment shall be supplied by the Government
- C. For apparatus with pumps powered by an auxiliary engine, minimum required pump accessories shall be as specified in Table 3, Minimum Pump Accessories
- D. Contractor agrees to furnish operator/personnel with Personal Protective Equipment as specified in Table 4, Minimum Personal Protective Equipment (per person)
- E. Contractor agrees to carry a copy of the inventory which shall be signed by both parties as complete as part of the inspection process

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

Table 2. Minimum Engine Inventory

| Qty | Description | Qty | Description |
|-----|------------------------------------------------------------------------------|-----|-----------------------------------------------------------------|
| 4 | 1" Nozzle Fog/Straight Stream | 2 | 1-1/2" NPSH F x 1-1/2" NH M |
| 24' | Suction Hose, 1-1/2" minimum | 2 | Backpack Pump/Fedco |
| 1 | Foot Valve, screened | 1 | 5 Gallon container for drinking water |
| 2 | Shovels, Size 0 | 1 | First Aid Kit, (5) person |
| 2 | Pulaski | 3 | Headlamps w/batteries |
| 1 | Fire Hose Clamp | 1 | Reflectors, Set of 3 |
| 2 | Spanner Wrench, Combo | 1 | Fire Extinguisher, 5 lb, ABC |
| 1 | Live reel w/200' – 1" Hard Line or Live Hose Basket w/200' – 1" FJRL Hose | 1 | Fuel to operate pump and engine for 12 hrs, (5) gal minimum. |
| 1 | 1-1/2" NH DBL Male | 1 | Chain Saw w/24" bar (3.75 cu in, min) |
| 1 | 1-1/2" NH DBL Female | 1 | Saw Chaps |
| 1 | 1" NPSH DBL Male | 1 | Ear Plugs/Hearing protection |
| 1 | 1" NPSH DBL Female | 1 | Saw Gas, Oil and Accessories |
| 4 | 1-1/2" NH Gated Wye | 6 | Food for engine crew, 48 hrs, min. |
| 4 | 1-1/2" NH F x 1" NPSH M Reducer | 1 | Tent/Tarp per engine crew member |
| 2 | 1-1/2" NH F x 1-1/2" NPSH M Adapter | 1 | Wheel Chocks, set |
| 1 | Drip Torch | 1 | Bolt Cutters, 18" minimum |

Table 3. Minimum Pump Accessories

| Qty | Description | Qty | Description |
|-----|-----------------------------|-----|---------------------------------|
| 1 | Wrench, adjustable | 1 | Screwdriver, Phillips blade, 4" |
| 1 | Wrench, spark plug | 2 | Starter rope, spare |
| 1 | Pliers, slip-joint | 1 | Grease gun w/grease |
| 2 | Quarts crankcase oil | 3 | Spark plug, spare |
| 1 | Screwdriver, Flat blade, 4" | | |

Table 4. Minimum Personal Protective Equipment (per person)

| Qty | Description | Qty | Description |
|-----|----------------------------------|-----|-----------------------------------------------|
| 1 | Fire Shelter, NFPA Approved | 1 | Gloves, leather, forestry |
| 1 | Canteen, 1 quart Minimum | 1 | Eye protection, ANSI Z87, latest edition |
| 1 | Boot, leather, lace-up, 8", pair | 2 | Flame resistant clothing set, shirt and pants |
| 1 | Hardhat, plastic, w/ chin strap | | |

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

Loaned Property - To ensure continued safe, efficient service at the Incident, the Government may loan Accountable Property or Durable Property to the Contractor for use at an incident. The Contractor shall maintain all loaned Accountable Property or Durable Property in good condition during use and shall return all Accountable Property or Durable Property loaned prior to departing from the Incident. Unreturned Accountable and Durable Property will be deducted from payment to the Contractor.

The Government will reimburse the Contractor for Contractor-owned equipment that the Government retains for their use after the Contractor's departure from the Incident. Requests for retention by the Government of the Contractor-owned equipment must be documented and approved by the appropriate operational supervisor and will be replaced by the DOF warehouse or through the claims procedure.

Claims for Lost, Stolen, or Damaged Property - The Contractor will file a claim for any personal property or Contractor supplied gear lost, stolen, or damaged while on an incident, with the Incident Management Team or the host unit's administrative section prior to demobilization from the incident. Any supporting documents, witness statements, and reports must be completed by the Contractor. The Government may elect to replace the damaged or destroyed property with like equipment from the warehouse or in accordance with guidelines listed in the Alaska Incident Business Management Handbook. The Contractor will not be reimbursed for normal wear and tear.

Liability for Fire Suppression – The Contractor will not be held liable for suppression actions as carried out under the direction of the Government by written or verbal instructions. The Contractor will be working as a Government resource while under hire.

I certify that I have read and will abide by the additional requirements referred to above.

Contractor's/Authorized Agent's Signature

Date

Print Name

Title

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK



**CONTRACT EXCEPTION
FORM**
REQUEST TO HIRE EQUIPMENT FROM AN
IMMEDIATE FAMILY MEMBER



Vendor Name: _____
Equipment or Service: _____
Resource Order Number: _____
Receiving Unit: _____
Administering Unit: _____
Request Completed By: _____
Submittal Date: _____

1. What attempts by the administering office have been made to hire similar equipment or services (including contacts with vendors not on pre-season contract lists)?

2. Name of Forestry Employee or EFF who is related to Vendor

Vendor's Relationship to Forestry Employee (i.e., parent, spouse, sibling)

What action will be taken to assure the Forestry employee or EFF has no influence on the contract?

☐ VENDOR HIRE APPROVED

Area FMO

Date

☐ VENDOR HIRE APPROVED

Regional Forester

Date

☐ VENDOR HIRE NOT APPROVED

Comments and/or Special Conditions

Use back if additional space is required

VEHICLE/HEAVY EQUIPMENT PRE-USE INSPECTION CHECKLIST

Contractor _____ Resource Order No. _____

OPTIONAL FORM 296 (REV. 6-2015)
50296-103

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

| EMERGENCY EQUIPMENT SHIFT TICKET <small>NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.</small> | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| 1. AGREEMENT NUMBER | | | 2. CONTRACTOR (name) | | |
| 3. INCIDENT OR PROJECT NAME | | 4. INCIDENT NUMBER | | 5. OPERATOR (name) | |
| 6. EQUIPMENT MAKE | | 7. EQUIPMENT MODEL | | 8. OPERATOR FURNISHED BY <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT | |
| 9. SERIAL NUMBER | | 10. LICENSE NUMBER | | 11. OPERATING SUPPLIES FURNISHED BY <input type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry) | |
| 12. DATE MO/DAY/YR | 13. EQUIPMENT USE | | | | |
| | START | STOP | HOURS/DAYS/MILES (circle one) <div style="display: flex; justify-content: space-around;"> WORK SPECIAL </div> | | |
| | | | | 14. REMARKS (released, down time and cause, problems, etc.) | |
| | | | | | |
| | | | | | |
| 15. EQUIPMENT STATUS | | | | | 16. INVOICE POSTED BY (Recorder's initials) |
| <input type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor | | | | | |
| 17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE | | | 18. GOVERNMENT OFFICER'S SIGNATURE | | 19. DATE SIGNED |

NSN 7540-01-119-5628
50297-102

OPTIONAL FORM 297 (Rev. 7-90)
USDA/USDI

ORDERING OFFICE FILE COPY (RETAIN IN BOOK)

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK



ALASKA DIVISION OF FORESTRY
CONTRACTOR PERFORMANCE EVALUATION

☐ **FINAL**
☐ **INTERIM**

| | | | | | |
|-------------------------|--|------------------------------|--------------------|---------------------------|--|
| Incident Name/Number | | Order Number (E Number) | | Agreement Number (EERA) | |
| Hiring Office | | Evaluation Period | | | |
| | | From: | | To: | |
| Contractor Name | | | Contractor Address | | |
| Operator's Printed Name | | Equipment Type | | Contractor's Phone Number | |
| Rater's Printed Name | | Rater's Position on Incident | | Rater's Home Unit | |
| | | | | Rater's Phone Number | |

Ratings

Summarize contractor performance and circle number which corresponds to the rating for each category attaching additional pages, if needed (*see back page for Rating Guidelines*).

| | | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|--------|-------------|---------------|
| 0=Unsatisfactory | 1=Poor | 2=Fair | 3=Good | 4=Excellent | 5=Outstanding |
| Knowledge of the Job or Equipment Condition <i>(How knowledgeable was the Contractor, how much supervision was required, did the equipment operate as expected)</i> | | | | | |

| | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|--------|-------------|---------------|
| 0=Unsatisfactory | 1=Poor | 2=Fair | 3=Good | 4=Excellent | 5=Outstanding |
| Fireline Performance and Timeliness <i>(How did the Contractor perform, did Contractor arrive when expected, demob timely: document any noncompliance or performance issues)</i> | | | | | |

| | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------|--------|--------|-------------|---------------|
| 0=Unsatisfactory | 1=Poor | 2=Fair | 3=Good | 4=Excellent | 5=Outstanding |
| Business Relations <i>(Did the Contractor perform in a business-like manner; complete administrative requirements timely)</i> | | | | | |

| | | | |
|--------------------------------|--------------------------------------|------------------------------------------------------------------------------------------------------------------|---------------|
| _____ Evaluator's Signature | _____ Date | _____ Operator's Signature | _____ Date |
| rev. 4/2010 | Original – Contractor Copy – File | Operator <input type="checkbox"/> Concurs <input type="checkbox"/> Disagrees with this performance evaluation | |

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

Rating Guidelines

Knowledge of the Job or Equipment Condition

| | | |
|---|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0 | Unsatisfactory | Contractor/Operator is inexperienced and/or unsafe. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements. Equipment cannot be repaired or is inadequate and must be (or has been) released. |
| 1 | Poor | Contractor has minimal experience. Overall compliance requires close or continuous supervision to ensure achievement of desired results. Significant down time for equipment or equipment is barely adequate. |
| 2 | Fair | Overall compliance requires some supervision to ensure achievement of desired results. Some breakdowns or repairs for equipment or equipment is relatively underpowered or slow at achieving contract requirements. |
| 3 | Good | There are no or very minimal quality problems and the Contractor has met the contract requirements with minimal supervision. Minimal breakdowns or repairs for equipment. |
| 4 | Excellent | There are no quality issues and the Contractor has substantially exceeded the contract performance requirements without commensurate additional costs to the State. No mechanical breakdowns. |
| 5 | Outstanding | The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example to others. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent". Equipment is superior. |

Fireline Performance or Timeliness

| | | |
|---|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0 | Unsatisfactory | Contractor is failing to meet performance requirements or follow direction. Delays are jeopardizing the achievement of contract requirements. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards. |
| 1 | Poor | Contractor performance is considered marginal. Delays require significant Agency resources to ensure achievement of contract requirements. |
| 2 | Fair | Contractor performance meets minimum acceptability standards and some improvements are needed. Delays require minor Agency resources to ensure achievement of contract requirements. |
| 3 | Good | Contractor performance is fully acceptable. There are no, or minimal delays that impact achievement of contract requirements. |
| 4 | Excellent | Contractor has excellent skills and techniques. Performance is consistently above average. There are no delays and the contractor has exceeded the agreed upon time schedule. |
| 5 | Outstanding | The Contractor has demonstrated an outstanding performance level. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent". |

Business Relations

| | | |
|---|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0 | Unsatisfactory | Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards. |
| 1 | Poor | Response to inquires and/or technical, service, administrative issues is marginally effective. |
| 2 | Fair | Response to inquires and/or technical, service, administrative issues is somewhat effective. |
| 3 | Good | Response to inquires and/or technical, service, administrative issues is consistently effective. |
| 4 | Excellent | Response to inquires and/or technical, service, administrative issues exceed State expectation. |
| 5 | Outstanding | The contractor has demonstrated an outstanding performance level. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent". |

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

ATV/UTV FIELD INSPECTION TAG

It is the responsibility of the person receiving Equipment to Inspect the following before use

Body Damage-

Note any new dents or body damage

Tires and Wheels-

Air pressure and condition

Controls, Switches and Lights-

Throttle, Cables, Brakes,
Ignition switch, Shutoff switch,
Headlight switch and Bulb

Oil and Fuel-

Levels and obvious leaks

Chain/Driveshaft and Chassis-

Chain or Driveshaft, Nuts
and Bolts

**Determine cause of damage and note
in comments when receiving**

ATV/UTV Field Inspection Log

Fill out Log and ✓ if OK ✗ If Not OK
Note deficiencies in comments.

| Date | Last Name | Initials | OK |
|------|-----------|----------|----|
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Comments: _____

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

ATV/UTV List of Operator/Driver Responsibilities

Note: This document will be signed by an operator prior to their use of the ATV/UTV and establishes some of the responsibilities of the operator. The equipment assigned to the operator is a valuable tool and needs to be treated with due diligence.

I understand and agree to the following responsibilities

- 1.) I am the primary operator of this equipment and others need to have my explicit permission to operate the equipment under my control
- 2.) I agree that the ATV/UTV is to be used for official business only
- 3.) I will fuel and maintain the equipment, as needed, on a daily basis
- 4.) I will operate the ATV/UTV in a safe and reasonable manner, and I recognize and abide by the rule that some areas are not suitable terrain for ATV/UTV operation
- 5.) Any damage to the ATV/UTV will be noted and reported to my incident supervisor
- 6.) Any vehicle accidents causing damage to other parties, to my ATV/UTV shall be reported to my incident supervisor, to the incident Safety Officer, and to the Incident Commander
- 7.) Damages will be documented on a Property Loss and Damage form and photographs will be taken using a cell phone, camera or other device
- 8.) Claims and damage reports will be reviewed by a Damage Review board and I realize that failure to abide by safe and reasonable standards may result in disciplinary or other appropriate action
- 9.) I will complete the Daily ATV/UTV inspection checklist on a daily basis
- 10.) If I was the last user of the equipment, I will complete a performance evaluation prior to the equipment's demobilization

Signature

Date

Request # (O-#)

Printed Name

Position on Incident

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

**STATE OF ALASKA
CONDITIONS OF HIRE**

EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF-294

The State of Alaska, Department of Natural Resources, or any agency of the State of Alaska in an emergency response, will be referred to as the “State” in this document. The legal owner of the equipment or the individual that has the legal right to provide the equipment under the terms of this agreement will be referred to as the “Contractor.”

Scope of Work – Since the equipment needs of the State and availability of Contractor’s equipment during an emergency cannot be determined in advance, it is mutually agreed that upon request of the State the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this agreement: Dispatchers, Buying Team Members, Incident Management Team members, Contracting Officers, and Purchasing Agents. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident. The Incident Commander or responsible State Representative is authorized to administer the technical aspects of this agreement. **Equipment furnished under a contractual agreement with the Division of Forestry may be subject to extreme environmental and/or strenuous operating conditions which could include, but are not limited to, damage from unimproved or narrow roads, steep, rocky, brushy, hilly terrain, dust, heat, and smoky conditions that could cause damage to equipment. As a result, the rates paid for the equipment include an additional allowance that is meant to cover expected wear and tear due to adverse conditions under which the equipment is likely to be operated.**

When equipment is furnished to the State, the following clauses shall apply:

- CLAUSE 1. Condition of Equipment:** All equipment furnished under this agreement shall be safe and operable. The State reserves the right to reject equipment that is not safe or is in inoperable condition. The State may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an incident or point of inspection, or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.
- CLAUSE 2. Time Under Hire:** The time under hire shall start at the time the equipment passes the pre-use inspection after being ordered by the State, and ends at the estimated time of arrival back to the point of hire after being inspected and released, except as provided in Clause 7 of the Conditions of Hire. If equipment is mobilized at the direction of the state for initial attack or without an inspection, the incident commander shall determine the start time.
- CLAUSE 3. Operating Supplies:** As identified in Block 7, operating supplies include oil, lubricants, and lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor, the State may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the State and deducted from payment to the contractor. **Fuel will be provided by the State.**

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

CLAUSE 4. Repairs: Repairs to equipment shall be made and paid for by the Contractor. The State may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the State and deducted from payment to the contractor.

CLAUSE 5. Timekeeping: Time will be verified and approved by the State agent responsible for ordering and/or directing the use of each piece of equipment. Time will be recorded to the nearest half hour for daily rate, or whole mile for mileage. Shift length is shown for all equipment furnished with an operator. Shift length is specified in the Incident Action Plan (IAP) or is determined by operations personnel on an incident or at the Area. On-shift time includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel time that has a specific start and ending time.

CLAUSE 6. Payments:

A. Rates of Payments: Rates for equipment hired with Contractor-furnished operator(s) shall include all operator(s) expenses. Payment will be at the rate specified and, except as provided in Clause 7, shall be in accordance with the following:

Daily Rate shall apply for the vast majority of equipment hired by the State. Payment shall be made on basis of calendar days (0001-2400). For fractional days on first and last day of hire, half the daily rate for periods less than 8 hours of on-shift time shall apply. If on shift time meets or exceeds 8 hours, the full daily rate applies. A shift is the shift hours as defined by the Incident Action Plan when assigned to an incident or is determined by the dispatching office when not on an incident. Being “on shift” is defined as working or being in a state of readiness during the IAP or dispatch-defined shift.

1. Shift Basis

- i. Single Shift - (SS) is staffed with one operator or one crew
- ii. Double Shift - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the equipment was ordered as double shifted and was under hire, including travel. There will be no compensation for a double shift unless resource ordered as such and a separate operator or crew is provided
- iii. Authorization/Documentation for Double Shift - written authorization at the Section Chief or Incident Commander level is required to authorize a second operator or crew (double shift) and the Resource Order will serve as documentation of the DS basis

2. Special Rates shall apply when specified. Additionally, when a lowboy/transport and another piece of equipment, such as a dozer, are hired, and both pieces of equipment use the same operator, daily payment for the lowboy/transport will be deducted by \$590 for a single shift and by \$985 for a double shift. On first and last day if equipment is under hire less than 8 on-shift hours the deduction will be reduced by half

3. Guarantee NOT USED BY THE STATE OF ALASKA

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

- B. Method of Payment: Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for actual units ordered and performed.
- C. Corrections to Pay Documents: The State has the right to correct the invoice in case of calculation or arithmetic errors

CLAUSE 7. Exceptions:

- A. No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor-furnished operator(s) is/are not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift as documented on the shift ticket versus the designated shift shown on the Incident Action Plan. If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and deducting pay for the total hours the equipment was non-operational, i.e., $\text{daily rate} \div \# \text{ hours of shift in IAP} = \text{hourly rate to be deducted}$
- B. If the Contractor withdraws equipment and/or operator(s) prior to being released by the State, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and /or operator(s) to the point of hire
- C. After inspection and acceptance for use, equipment that is non-operational and cannot be replaced or repaired/or furnished operator(s) by the Contractor or by the State in accordance with Paragraph B above, will be released, except that the State will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow
- D. No payment will accrue under Clause 6 when the Contractor is off-shift in compliance with the mandatory 2:1 work/rest ratio and 1 in 21 days off fatigue management provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the contractor may be released from the incident. See Clause 17
- E. If equipment is reassigned from one incident to another, the maximum payment to a Contractor will be the daily rate. The State will determine how to prorate the payment and this will be communicated to the appropriate parties
- F. Point-to-point hire for equipment, such as buses and transports will be paid at an hourly rate, not to exceed 12 hours per day

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

CLAUSE 8. Subsistence: When State-subsisted incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge. The State will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid meals or lodging expenses to and from incidents

CLAUSE 9. Loss, Damage, or Destruction:

- A. For equipment furnished under this EERA **without operator**, the State will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) wear or tear, (2) mechanical failure, (3) loss of use, or (4) the fault or negligence of the Contractor or the Contractor's agents or employees.
- B. For equipment furnished under this EERA **with operator**, the State shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of State employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits in a safe manner and is the final arbiter regarding situations under which the equipment is operated.

CLAUSE 10. Contractor's Responsibility for Property and Personal Damages: Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, which occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the State.

CLAUSE 11. Deductions: Unless specifically stated elsewhere in this agreement, the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the State will be deducted from the payment to the Contractor.

CLAUSE 12. Personal Protective Clothing and Equipment: The State considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

- A. The following mandatory items will be issued by the State when not required to be furnished by the Contractor to operators performing within the scope of this agreement:
 - 1. Clothing: (a) flame-resistant pants and shirts; (b) gloves (either Nomex or chrome-tanned leather); (c) hard hat; (d) goggles or safety glasses
 - 2. Equipment: (a) fire shelter; (b) headlamp; (c) individual first aid kit
 - 3. Other items may be issued by the State
- B. Operators shall wear the issued clothing and maintain the issued equipment in a usable and readily available condition. Upon completion of the assignment, all issued items of clothing or equipment shall be returned to the State. Deductions will be made for all State-furnished protective clothing and equipment not returned by the Contractor.

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

- CLAUSE 13. Commercial Motor Vehicles:** All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website: www.fmcsa.dot.gov
- CLAUSE 14. Claims:** Filing a claim is the sole responsibility of the Contractor or the Contractor's insurance company. A claim must be filed with the State within 30 days after the equipment is released from an incident AND must have documentation that damage occurred while the equipment was on the incident and that said damages were the direct result of State employee negligence or that payment was incorrect. Other claims will not be considered.
- CLAUSE 15. Firearms – Weapon Prohibition:** The possession of firearms or other dangerous weapons (18 USC 930(g)(2)) is prohibited at all times while under hire, on State property, and during performance of services under this agreement. The term dangerous weapon does not include pocket knives with a blade less than 2 ½ inches in length or multipurpose tools such as a Leatherman®
- CLAUSE 16. Work Rest and Fatigue Management:** The Contractor is required to follow the Division's fatigue management policies. This includes adhering to the work rest guidelines as established by Director Jahnke (Memo dated May 22, 2002):
"For every two hours of work or travel, provide one hour of rest. Personnel are required to take at least one day off within a 21-day period"
- CLAUSE 17. Harassment Free Workplace:** Contractors shall abide by Administrative Order 81, and Appendix A to Administrative Order 81, the State's prohibition to harassment and any other discriminatory practices
- CLAUSE 18. Worker's Compensation:** The Contractor shall carry and maintain for all employees engaged in work under this agreement coverage as required under AS 23.30.045
- CLAUSE 19. Performance and Direction of Work:** *The operator* has status of an employee of the Contractor and *is responsible at all times for the care and safe, efficient operation of equipment and may refuse to work in a situation exceeding the operator's ability or that of the equipment, or where the equipment may be damaged.* The operator must possess all necessary, valid drivers' licenses and any other certifications required by law. The operator receives work assignments from and performs work under general direction of State personnel. A performance evaluation will be completed for each operator or piece of equipment. The State may request removal and replacement of any operator(s) who, in the State's judgment, is incompetent, careless, or otherwise objectionable

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

CLAUSE 20. Commercial Liability Insurance: The Contractor must carry adequate liability insurance to protect the Contractor and the State from loss arising from the performance for an order for service. The minimum amount of commercial liability insurance is \$300,000.00 combined single limit per occurrence. However, for passenger-carrying buses, the minimum amount of commercial liability insurance is \$1 million combined single limit per occurrence. If the State hires a Contractor's stand alone transport equipment (a transport that may be used to move equipment owned by other vendors), the Contractor must have commercial motor carrier's insurance to cover the transport equipment and the equipment being hauled (\$1 million coverage, minimum). Insurance requirement is waived when equipment is provided without operator

CLAUSE 21. Permits and Responsibilities: The Contractor shall, without additional expense to the State, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons and property that occur as a result of the Contractor's fault or negligence

CLAUSE 22. Debarment: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR Part 29): The bidder, offeror, certifies by submission of this proposal or acceptance of this contract/agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by signature on this agreement, to include this clause without modification in all lower tier transactions, solicitation, proposals, contracts and subcontracts.

Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

I certify that I have read and agree that I will be subject to the State of Alaska Conditions of Hire, the Emergency Equipment Rental Agreement, and the State of Alaska Equipment Rate Guide. This form supersedes all previous versions which may be referred to in Block 16 of Form OF-294 Emergency Equipment Rental Agreement.

Contractor's / Authorized Agent's Signature

Date

Printed Name and Title

Company Name

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
ALASKA INCIDENT BUSINESS MANAGEMENT HANDBOOK

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